

12767

RECORDATION NO. _____ Filed 1425

RAILEASE

Inc.
Business Center Building
P.O. Box 1512
Beltway Station Washington 98004
Telephone (202) 455-1400

1-C14AC19 JAN 14 1981-9 30 AM

INTERSTATE COMMERCE COMMISSION

January 14, 1981

12767

RECORDATION NO. _____ Filed 1425

JAN 14 1981-9 40 AM

INTERSTATE COMMERCE COMMISSION

Re: RAILEASE Inc Equipment Trust
1980 Series 3

FEE OPERATION 88

JAN 14 9 35 AM '81

RECEIVED

JAN 14 1981

Date _____

Fee \$60.00

Secretary
ICC Washington, D.C.
Interstate Commerce Commission
Washington, D.C. 20423

Madam:

In accordance with the provisions of 49 U.S.C. §11303 and Rules and Regulations of the Interstate Commerce Commission ("ICC") thereunder, there is submitted herewith for filing and recordation an Equipment Trust Agreement, and a Bill of Sale, each relating to railroad cars used or intended for use in connection with interstate commerce, as follows:

1. Four (4) executed counterparts of an Equipment Trust Agreement dated as of September 30, 1980, between The Connecticut Bank and Trust Company, as Trustee, and RAILEASE Inc, a Washington corporation; and
2. Four (4) copies of a Bill of Sale dated as of January 14, 1981, between RAILEASE Inc and The Connecticut Bank and Trust Company, as Trustee.

The address of RAILEASE Inc is 777 106th Avenue, N.E., Bellevue, Washington 98004, and the address of The Connecticut Bank and Trust Company is One Constitution Plaza, Hartford, Connecticut 06115.

The equipment covered by the Equipment Trust Agreement and the Bill of Sale is described in Exhibit A hereto.

Enclosed is a check to cover the recordation fee.

You are hereby authorized to deliver three executed counterparts of the Equipment Trust Agreement and three copies of the Bill of Sale with filing data noted thereon, following recordation, to the representative of Messrs. Dewey, Ballantine, Bushby, Palmer & Wood, who is delivering this letter and said enclosures to you.

Very truly yours,

RAILEASE Inc

By

Authorized Representative

Quoted by Anne Sutton

EXHIBIT A

Description of Trust Equipment

RAILLEASE Inc Equipment Trust 1980 Series B

<u>Quantity</u>	<u>Specification</u>	<u>Description</u>	<u>AAR Mechanical Designation</u>	<u>Initials & Car Numbers (all inclusive)</u>
100	PACCAR Inc PC-711	60' 6" 100 ton Bulkhead Flat Cars	FB or FBS	WGRR 2000 - 2099
100	PACCAR Inc PC-711	60' 6" 100 ton Bulkhead Flat Cars	FB or FBS	TOE 4000- 4099
15	PACCAR Inc PC-711	60' 6" 100 ton Bulkhead Flat Cars	FB or FBS	MSV 485 - 499
50	PACCAR Inc PC-711	60' 6" 100 ton Bulkhead Flat Cars	FB or FBS	CLC 1301 - 1350
150	PACCAR Inc PC-711	60' 6" 100 ton Bulkhead Flat Cars	FB or FBS	CLC 1201 - 1250

BILL OF SALE

JAN 14 1981 -9 40 AM

RAILEASE Inc, a Washington Corporation ("RAILEASE"), in consideration of the sum of ONE DOLLAR (\$1.00) to it paid and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, transfer and set over unto The Connecticut Bank and Trust Company (as Trustee under Equipment Trust Agreement (1980 Series 3) dated as of September 30, 1980 between said Trustee and RAILEASE) following railroad equipment:

<u>Quantity</u>	<u>Type</u>	<u>Railroad No.</u>
415	60' 6" 100 Ton Bulkhead Flat Cars	WGRR2000-2099, TOE4000-4099, MSV485-499, CLC1101-1250, and CLC1301-1350 (all inclusive)

which equipment (the "Equipment") has been heretofore acquired by RAILEASE from PACCAR Inc, the manufacturer.


TO HAVE AND TO HOLD all and singular the aforesaid interests in the Equipment to said Trustee, and its respective successors and assigns, for its and their own use and behoof forever.

RAILEASE hereby warrants to said Trustee that, at the time of delivery of the Equipment to the Trustee under said Equipment Trust Agreement, RAILEASE had legal title to said Equipment and good and lawful right to sell such Equipment and that title to the Equipment was free from all claims, liens, security interests and other encumbrances of any nature (including any leasehold interests therein), other than subleases and liens permitted by Sections 5.10 and 7.03 of said Equipment Trust Agreement, and other than the rights of RAILEASE thereunder; and RAILEASE covenants that it will defend such title to said Equipment against the claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, RAILEASE has caused this instrument to be duly executed as of this 14th day of January, 1981.

(Seal)

RAILEASE Inc

By: 
Title: President

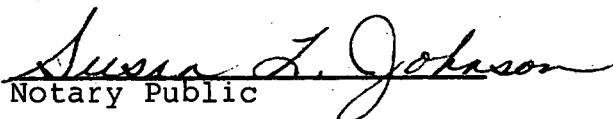
ATTEST:

By: 
Secretary

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 22nd day of December, 1980, before me personally came J. J. Jolley, to me known, who being by me duly sworn, says that he resides at Bellevue, Washington, that he is a duly authorized representative of RAILEASE Inc, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

(Notarial Seal)


Notary Public